



2026 Compliance Plan of Operations (CPO)

Temporary Work Permit (TWP)



E. Shoshone & N. Arapahoe Tribes Tribal Employment Rights Office - TERO
P.O. Box 460 Ft. Washakie, WY 82514
Office# (307) 332-7618 Email: wrtero@wrtc.org

Company Name: _____

Circle all that apply: Prime Contractor Contractor Sub-Contractor

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

PROJECT INFORMATION

Any Contractor/Business not submitting a completed Compliance Plan of Operations form may be denied the right to conduct or continue conducting business on the Wind River Reservation. The Compliance Plan must be approved by TERO before mobilization of Contractor/Business operations on the Reservation. This process can take up to **15 business days**. ***Starting BEFORE approval will result in fines/fees.***

Project Location: _____

Description of Project: _____

Start Date: _____ End Date: _____

Client/Company/Individual doing work for: _____

Project Contact Person: _____ Title: _____

Contact Person Phone Number: _____ Email: _____

Project Amount: _____ TERO 2% Fee: _____

***Please Attach Contract/Invoice/Statement/Quote for Project. No approvals will be made without these attachments.**

TERO Pre-Construction Meeting

A TERO Pre-Construction meeting is required to ensure that each contractor and entity that will be on site is aware of the TERO requirements. The Prime/General Contractor shall be responsible for contacting TERO to schedule this Pre-Con meeting (along with contacting their subcontractors with the same information).

Meeting Date: _____ Time/Location: _____

X _____

Company's Authorized Representative's Signature

Date

Print Name _____ Title _____

EMPLOYEE INFORMATION – TERO Permit cards will be issued to those approved employees on site. TERO Permit Cards will be checked during “On Site Compliance Checks”. **Failure to have TERO Permit Card will result in fines/fees.**

Core Crew: A member of a Business, Contractor, or Subcontractor's crew who is a regular, permanent employee and is in a supervisory or other key position such that the employer would face a serious financial loss if a person who had not previously worked for that employer filled that position.

1. Employee Name _____ Job Title: _____
2. Employee Name _____ Job Title: _____
3. Employee Name _____ Job Title: _____
4. Employee Name _____ Job Title: _____
5. Employee Name _____ Job Title: _____
6. Employee Name _____ Job Title: _____
7. Employee Name _____ Job Title: _____
8. Employee Name _____ Job Title: _____
9. Employee Name _____ Job Title: _____
10. Employee Name _____ Job Title: _____

***Include valid picture ID's for all Employees listed.**

TERO Employees: Employer agrees to hire **50%** of all its employees for projects on the reservation. If employer is unable to meet the **50%** local, Indian or Indian employment goal as set forth above, company representative will need to meet with the TERO Compliance Supervisor to determine a hiring goal.

TERO will help fill these positions with our skills bank. Please submit the “Employment Request Form”.

***Failure to meet this hiring goal will be considered “Out of Compliance” and fines/fees will be enforced. ***

1. Job Title/Position/Skill: _____
2. Job Title/Position/Skill: _____
3. Job Title/Position/Skill: _____
4. Job Title/Position/Skill: _____
5. Job Title/Position/Skill: _____
6. Job Title/Position/Skill: _____
7. Job Title/Position/Skill: _____
8. Job Title/Position/Skill: _____
9. Job Title/Position/Skill: _____
10. Job Title/Position/Skill: _____

Please include job description(s) if needed. You may include your Company Hiring Application if available.

If you feel you cannot hire then please contact the Compliance Department to discuss a Training Fee.

“Training Fee” = A fee that will be applied to the project if an employer does not hire TERO applicants.

SUB-CONTRACTOR INFORMATION

- It shall be the Prime/General Contractor's responsibility to provide blank copies of this TERO Compliance Plan of Operations/Temporary Work Permit to their sub-contractors/vendors/suppliers. All sub-contractors must have a valid TERO Business License and obtain an approved Temporary Work Permit of their own, prior to commencement of any work activity.
- The Prime/General Contractor needs to maintain copies of all approved Business Licenses and Temporary Work Permit Agreements for their sub-contractors/vendors/suppliers on the job site/project location. This includes TERO work permit cards for employees. (Copies need to be readily available for TERO Compliance checks/inspections.)
- It is the Prime/General Contractor's responsibility to ensure all entities are aware of TERO requirements.

1. Company/Contractor Name & Phone# _____

Contact Person: _____ Estimated Start Date: _____

Scope of Work: _____

2. Company/Contractor Name & Phone# _____

Contact Person: _____ Estimated Start Date: _____

Scope of Work: _____

3. Company/Contractor Name & Phone# _____

Contact Person: _____ Estimated Start Date: _____

Scope of Work: _____

4. Company/Contractor Name & Phone# _____

Contact Person: _____ Estimated Start Date: _____

Scope of Work: _____

5. Company/Contractor Name & Phone# _____

Contact Person: _____ Estimated Start Date: _____

Scope of Work: _____

TERO Understanding and Acceptance

On behalf of _____ (Company Name), I hereby received, read, and understand the Shoshone & Arapaho Tribal Employments Rights Office (TERO) requirements set forth in this Compliance Plan of Operations/ Temporary Work Permit, and hereby agree to accept the responsibility of compliance with the described obligations and requirements.

X

Company's Authorized Representative's Signature

Date

Print Name

Title

X

TERO Director's or TERO Representative's Signature

Date

Print Name

Title

TERO APPROVAL: Yes _____ No _____

TERO Compliance Plan of Operations

Contractor/ Business Responsibilities & Requirements

The Business, Contractor/Employer shall comply with the Shoshone & Arapahoe Tribe's Tribal Employment Rights Office (TERO), Title X — Tribal Employment Rights Code (Code) for any work within the exterior boundaries of the Wind River Reservation (Reservation) and complete the necessary paperwork in the Compliance Plan with the appropriate company official's signature contained therein.

1. All employers/businesses are required to give preference to Indians in hiring, promotion, training and all other aspects of employment, contracting, or subcontracting, and must comply with this Code and the rules, regulations, and orders of the Shoshone & Arapahoe Tribe's Tribal Employment Right's Office (TERO). The above requirements shall apply to facilities of a business/employer including a subcontractor located or engaged in any work on or near the Reservation.
2. The Indian preference requirements contained in this Code shall be binding on all businesses/contractors and subcontractors of employers regardless of tier and shall be deemed a part of all contract and subcontract specifications. The employer shall be subject to penalties provided herein for violation of this Code if business/contractor or subcontractor fails to comply.
3. Employers/businesses will be required by TERO to participate in training programs to assist Tribal members to become qualified in the various job classifications used by the employer.
4. Employers/businesses are prohibited from using job qualifications criteria or personnel requirements that prohibits Indians from employment unless such criteria or requirements are required by business necessity.
5. TERO shall establish and administer a tribal skills bank at the TERO office to assist the employers in placing Indian(s) in job positions. An employer with provisions may recruit and hire workers from whatever sources are available to him/her and by whatever process he/she chooses as long as he complies with this Code and Indian job preference regulations and agreements pertaining to his/her operations.
6. TERO will establish counseling and other support programs to assist Indians to obtain and retain employment. Every employer shall be required to cooperate with TERO regarding counseling and support programs.
7. Employers/businesses shall give preference in the award of contracts or subcontracts to tribally owned and Indian-owned businesses. A list of tribally owned and Indian-owned businesses will be available to the employers for their use.
8. In all lay-offs and reductions in force, employers shall maintain the required ratio of **50%** Indian employees.

9. In accordance with required ratios, every Employer/businesses shall give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities.
10. Employers/businesses shall give Indian students preferential consideration for summer student employment. The employer shall make every effort to promote after-school, summer, and vacation employment for Indian Students.
11. Every union with a collective bargaining agreement with an employer must file a written agreement stating that the union will comply with this code and the rules, regulation, and orders of TERO. Until such agreement is filed with TERO, the employer may not commence work on the reservation. Any general contractor using any unionized companies need to alert TERO that they need a Tribal labor agreement signed.
12. If an employee believes, an employer has failed to comply with this code and rules, regulations, or orders of TERO. If the employee believes discrimination has occurred by the employer because of race, creed, color, age, sex, national origin, or religion, employee may file a complaint with TERO.
13. Upon receipt of the complaint, based on merit, TERO shall review and determine whether to investigate and attempt to achieve mediation of the matter. If any employer retaliates by firing, lay-off, or penalizes in any manner any employee for utilizing the individual complaint procedure, or any right provided herein, the employer shall be subject to the penalties provided in the Ordinance.
14. TERO shall notify all employers of the Tribal Employment Rights code and their obligations to comply. All bid announcements issued by any Tribal, Federal, State, or other private or public entity shall contain a statement that the successful bidder will be obligated to comply with this Code and all rules, regulations, and orders of TERO.
15. Employers/businesses shall submit reports, certified payrolls, and other information requested by TERO. TERO and its representatives shall have the right to make on-site inspections during regular working hours in order to monitor any employer's compliance with the Tribal Employment Rights Code and rules, regulations, and orders of TERO. TERO shall have the right to inspect and copy all relevant records of any employer, of any signatory union, subcontractor, and shall have a right to speak to workers and conduct investigations on job sites.
16. All employers shall pay the prevailing wage to cover employees in the workforce, per the established Shoshone & Arapahoe Tribal prevailing wage rate on the Wind River Reservation.
17. Businesses/contractors are required to comply with the TERO fee assessment per the project undertaken by their firm.
18. **TERO fees are based on 2% of your final gross income for work done within the exterior boundaries of the Wind River Reservation (This includes any fees applied. The 2% fee shall not be applied to any Tribal Entities or Tribal Members.)**
19. Any business, employer, contractor, subcontractor, or union who violates the Tribal Employment Rights Code or rules, regulations, or orders of TERO shall be subject to penalties for such violations, including, but no limited to:

- a) Denial of the right to commence or continue business inside the Reservation.
- b) Suspension of Operations inside the Reservation.
- c) Payment of back pay and damages to compensate any injured party.
- d) An Order to summarily remove employees hired in violations of the Code or rules, regulations, and orders of TERO.
- e) Imposition of monetary civil penalties.
- f) Prohibition from engaging in future operations on the Reservation.
- g) An Order requiring employment, promotion, and training of Indians injured by the violation.
- h) An Order making any other provision deemed by TERO, necessary to alleviate, eliminate, or compensate for any violation.

For each violation, the maximum penalty imposed will be **\$500.00** for each day during which a violation exists shall constitute a separate violation.

I have read the TERO Compliance Plan, Contract Responsibilities & Requirements, and agree to comply with the Shoshone & Arapahoe Tribes Title X — Tribal Employment Rights Code.

Please sign below to complete application.

Company's Authorized Representative's Signature

Date

Print Name: _____ Title: _____